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DECLARATION OF TRUST

JAMES R. HOOD (hereinafter referred to as the "Settlor"), transfers to himself, as Trustee, this 22 day of January, 1996, the property listed below in the attached schedule in trust to hold such property and all investments and reinvestments thereof and additions thereto upon the following trust.

WITNESSETH:

**ARTICLE I
NAME OF TRUST**

This trust shall be known as the James R. Hood Revocable Trust and may be amended, altered, revoked or terminated by Settlor in the manner hereinafter described.

**ARTICLE II
DISTRIBUTIONS DURING SETTLOR'S LIFETIME**

With regard to the trust property, the Trustee shall distribute income or principal to Settlor in such amounts as the Trustee may determine, but at least quarterly, or shall dispose of the net income and principal as Settlor may direct the Trustee from time to time by an instrument in writing signed by Settlor and delivered to the Trustee during the lifetime of Settlor; provided always, however, that if Settlor is incapacitated through illness, age or other cause, the Trustee may, in its discretion, from time to time, while it believes such incapacity continues, apply all or any part of the net income or principal toward the support, maintenance, education, welfare, medical care and nursing care of Settlor, in such amount or amounts and in such manner as it may determine. Any net income in any year which is not disposed of by the terms of the preceding sentence shall be added to the principal of the trust at the end of each year. The term "incapacitated" or "incapacity" as used in this instrument shall refer to the condition of Settlor which shall exist whenever the Trustee is in receipt of (1) a written acknowledged statement from any one of Settlor's physicians that Settlor is not capable of rationally and prudently managing Settlor's property or (2) a legal determination of Settlor's incompetency. If Settlor shall be deemed incapacitated under this instrument such incapacity shall be deemed to continue for the remainder of Settlor's lifetime, notwithstanding that the Settlor may in the future be declared competent by a court of competent jurisdiction or the Settlor becomes capable of rationally and prudently managing his property.

**ARTICLE III
TRUST REVOCABLE**

3.01. Reservation of Right to Amend, Alter, Revoke or Terminate Trust. Settlor reserves the right at any time and from time to time to amend, alter, revoke or terminate this trust with regard to the trust property, in whole or in part, or any provisions hereof, by

an instrument in writing signed by Settlor and delivered to the Trustee during the lifetime of Settlor. If this trust is revoked in its entirety, the revocation shall take effect upon the delivery of said instrument of revocation to the Trustee. Upon the revocation of this trust, the Trustee shall pay or transfer all of the trust fund to Settlor or as Settlor may direct in said instrument of revocation. Settlor's reserved powers under this instrument are personal to Settlor and may not be exercised on Settlor's behalf by Settlor's legal representative or attorney in fact.

3.02. Coordination with Settlor's Will. Settlor's Trust may provide for additions to this trust. Consequently, Settlor's Will should be examined in connection with the making of any alteration, amendment or revocation of this trust to determine what changes, if any, should be made to Settlor's Will in light of such alteration, amendment or revocation of this trust.

ARTICLE IV ACCOUNTING DURING SETTLOR'S LIFETIME

The Trustee shall render to Settlor, whenever requested by Settlor, an account of income and principal of this trust.

ARTICLE V DISTRIBUTION TO SURVIVING SPOUSE

5.01. Distribution to Surviving Spouse. Upon Settlor's death, if Betty E. Hood shall survive such date and shall be the spouse of Settlor on such date (hereinafter, said Betty E. Hood shall be referred to as "Settlor's spouse"), the Trustee shall pay over and deliver to Settlor's spouse trust property in an amount which, when added to the value of all other interests in property in Settlor's gross estate which pass or have passed from Settlor to Settlor's spouse (either by Settlor's Will or apart from Settlor's Will) in a manner qualified for the federal estate tax marital deduction under the provisions of the Internal Revenue Code in effect at the time of Settlor's death, will equal the maximum allowable marital deduction, as finally determined in the federal estate tax proceeding relating to Settlor's estate, reduced by the amount, if any, needed to increase Settlor's taxable estate to the largest amount which will not result in a federal estate tax being payable by Settlor's estate; provided, however, that in calculating such reduction the Trustee shall observe the following rules:

(a) the marital deduction needed shall be computed after considering all other deductions allowed to Settlor's estate for federal estate tax purposes;

(b) the unified credit against estate tax allowed by Section 2010 shall be taken into account;

(c) any credit for state death taxes shall be taken into account, provided, however, that such credit shall be considered only to the extent that its use does not cause an increase in the amount of death taxes payable to any state; and

(d) any of the foregoing to the contrary notwithstanding, the reduction provided for herein shall not apply to the extent it would have the effect of increasing any state death tax imposed on Settlor's estate.

The Trustee is authorized to satisfy said distribution in cash or in kind or partly in cash and partly in kind and in installments or all at one time and each asset so distributed in kind shall be valued at the date or dates of distribution or at its federal estate tax value, whichever shall be lower, provided that if any asset distributed in kind shall have been acquired after Settlor's death, the reference to federal estate tax value shall be deemed to be to the income tax basis of such asset. In order to minimize the estate tax impact of such distribution on Settlor's spouse's estate, Settlor requests, but does not direct, that any distribution in kind be made with assets having fair market values which do not exceed (or exceed by the smallest amount possible) their values for distribution purposes.

5.02. Funding of Marital Deduction Distribution. Only assets which qualify for the marital deduction shall be used to satisfy the foregoing distribution. To the extent that other assets qualifying for the marital deduction are available, said distribution shall not be satisfied by the distribution of: (a) assets with respect to which a credit for foreign taxes paid is allowable under the Internal Revenue Code; or (b) United States Treasury bonds eligible for redemption at par in payment of federal estate taxes.

5.03. Presumption of Survival. For purposes of this Article, in determining whether Settlor's spouse survives Settlor, if the order of the deaths cannot be established by proof, Settlor's spouse shall be deemed to have survived Settlor.

5.04. Disclaimer by Surviving Spouse. Settlor's spouse shall have the right, by an acknowledged written instrument signed by her and delivered to the Trustee within nine (9) months from the date of Settlor's death, to disclaim, in whole or in part, her interest in or power over any property passing under this Article. Upon such disclaimer, the Trustee shall add the property, or the portion thereof to which such disclaimer of interest pertains, to the property disposed of by Article VI hereof, such property so added to be disposed of as though it were a part of the property disposed of by Article VI from the date of Settlor's death. Any such disclaimer must comply with the requirements of IRC §2046 and IRC §2518 (to the extent permissible under such provisions, a disclaimer may be made by Settlor's spouse's personal representative). A disclaimer by Settlor's spouse under this provision shall not affect any of her other rights under this trust.

5.05. Alternate Disposition if Settlor's Spouse Predeceases or Doesn't Take Under Trust. In the event Settlor's spouse shall predecease Settlor or shall not take under this

trust, that portion of Settlor's estate, if any, disposed of herein shall be disposed of as provided in Article VI hereof.

ARTICLE VI DISTRIBUTIONS TO SETTLOR'S FAMILY

6.01. Distributions During Lifetime of Spouse. During the lifetime of Settlor's spouse, the Trustee may pay to, or apply for the benefit of, any one or more of the group consisting of Settlor's said spouse and any of Settlor's issue who are living from time to time, such amount or amounts of the net income or all of the net income as the Trustee may determine to be necessary for the continued health, education, support, or maintenance of said group. Any net income in any year which is not paid to, or applied for the benefit of, any one or more of said group shall be added to the principal of the trust at the end of the year. In addition, the Trustee may pay to, or apply for the benefit of, any one or more of said group, from the principal of the trust, from time to time, such amount or amounts or all of the principal as it may determine to be necessary and proper to provide for the continued health, education, support, or maintenance of said group in the manner to which they were accustomed during my lifetime. Payments of income and principal to my issue pursuant to the above provisions shall not be taken into account in any later division of the principal and undistributed income into shares for the benefit of such issue.

6.02. Preference to Spouse. It is Settlor's desire that the powers given the Trustee in section 6.01 of this Article shall be exercised by such Trustee in its discretion. Without limiting this discretion in any way, Settlor requests (this request is intended to be precatory only) that the Trustee give priority to distributions to Settlor's spouse during such spouse's lifetime to the end that, taking into account all of such spouse's resources, such spouse shall be supported during the remainder of such spouse's life in the manner to which such spouse was accustomed during Settlor's lifetime.

6.03. Trustee to Consider Tax Effect of Distributions. Without limiting the discretion given the Trustee in section 6.01 of this Article, Settlor requests that the Trustee consider the estate and inheritance tax impact resulting from distributions to Settlor's spouse from the trust created by this Article. In order to minimize the tax burden on the death of Settlor's said spouse, Settlor requests that distributions of principal to Settlor's said spouse not be made from the trust under this Article unless the Trustee determines such distributions to be necessary taking into account Settlor's said spouse's other resources and notwithstanding the tax impact of such distributions.

6.04. Division Upon Settlor's Spouse's Death. Upon Settlor's spouse's death, or upon Settlor's death if Settlor's spouse does not survive Settlor, the Trustee shall divide any property remaining into equal shares, one equal share for each child of Settlor then living, and one equal share for each group of then living issue of each then deceased child of Settlor, and shall hold each share in a separate trust in accordance with the provisions of this Section.

(a) Distributions to Children. With respect to each equal share of the trust property for a child of Settlor then living, the Trustee shall distribute same to such child outright in fee.

(b) Trusts for Issue Of Deceased Child. With respect to each equal share of the trust property for each group of then living issue of a deceased child of Settlor, the Trustee shall set aside such property in a separate trust and shall administer such separate trust in accordance with the provisions of this subsection.

(1) Distribution of Income. Until the termination of the trust, the Trustee may pay to or apply for the benefit of, any one or more of such issue who are living, such amount or amounts of the net income or all of the net income as the Trustee, in Trustee's sole discretion, may determine to be necessary and proper to provide for the health, education, support, or maintenance of such issue. Any net income in any year which is not paid to, or applied for the benefit of, any one or more of such issue shall be added to the principal of the trust at the end of the year. In distributing income to or for the benefit of such issue under the foregoing provisions, the Trustee shall not be required to make equal distributions or expenditures to or for the benefit of all of such issue, but may distribute or expend the income to or for the benefit of one or more or all of the issue, equally or unequally, without any duty or responsibility at a later date to equalize unequal payments.

(2) Distribution Of Principal. Settlor hereby authorize the Trustee, in Trustee's sole discretion, at any time and from time to time to disburse from the principal of the trust estate (even to the point of completely exhausting same) such amounts as the Trustee may determine to be necessary for the health, education, support, or maintenance of the current income beneficiaries. In determining the amounts of principal to be so disbursed, the Trustee shall take into consideration any other income or property which such income beneficiaries may have from any other source. All such disbursements from principal shall be charged against the entire trust fund from which they are made and shall not be charged against any individual share of the principal subsequently distributed to any beneficiary.

(3) Mandatory Distributions of Principal. Upon the date when the youngest child of such deceased child of Settlor attains the age of twenty-one (21) years, or upon the date when there is no longer living at least one such child (child of a deceased child of Settlor) who is under the age of twenty-one (21) years, the Trustee shall distribute one-fourth (1/4) of the then remaining principal and undistributed income, Per Stirpes, to the then living issue of such deceased child. Upon the date when the youngest child of such deceased child of Settlor attains the age of twenty-five (25) years, or upon the date when there is no longer living at least one such child (child of a deceased child of Settlor) who is under the age of twenty-five (25) years, the Trustee shall distribute one-third (1/3) of the then remaining principal and undistributed income, Per Stirpes, to the then living issue of such deceased child. After the foregoing respective distribution dates, the trust property not

distributed shall continue to be held in trust pursuant to the immediately preceding subsections (b)(1) and (b)(2) of this Section 6.04, until the termination of the trust as provided herein. If such deceased child (deceased child of Settlor) shall not be survived by issue, the Trustee shall divide such portion of the trust property into equal shares, one equal share for each child of Settlor then living, and one equal share for each group of then living issue of each then deceased child of Settlor. The share of any person or group for whom a trust created under this trust then exists shall be added to such trust. The share of any person or group for whom no trust created under this trust then exists shall be paid to such child, or, Per Stirpes, to such then living issue.

(4) Termination of Trust. Upon the date when the youngest child of such deceased child of Settlor attains the age of thirty (30) years, or upon the date when there is no longer living at least one such child (child of a deceased child of Settlor) who is under the age of thirty (30) years, the Trustee shall distribute the entire balance of the trust property, Per Stirpes, to the then living issue of such deceased child. If such deceased child shall not be survived by issue, the Trustee shall divide the trust property into equal shares, one equal share for each child of Settlor then living, and one equal share for each group of then living issue of each then deceased child of Settlor. The share of any person or group for whom a trust created under this trust then exists shall be added to such trust. The share of any person or group for whom no trust created under this trust then exists shall be paid to such child, or, Per Stirpes, to such then living issue. Upon the completion of such distribution, the trust shall terminate.

6.05. Alternate Takers Upon Death Of Settlor's Spouse and Issue. If Settlor's spouse and all of Settlor's issue shall die prior to the complete distribution of all of the trusts created herein, then upon the happening of such event, the Trustee shall distribute the trust principal and undistributed income to Settlor's heirs.

6.06. Avoidance of Rule Against Perpetuities. Notwithstanding the directions heretofore given to the Trustee as to the distribution of income and principal under the terms of this trust, any trust established herein (or pursuant to a power of appointment granted herein) shall terminate, if it has not previously terminated, one (1) day prior to the expiration of the permissible period under the relevant application of the rule against perpetuities, if any, and the Trustee of such trust shall pay the then remaining principal and undistributed income of such trust to Settlor's issue to whom income payments under such trust could be made in the discretion of the Trustee immediately prior to its termination under this section, such issue to take Per Stirpes (or, if there are no such issue, to Settlor's heirs).

6.07. Support Obligations of Trustee. Notwithstanding anything to the contrary herein, the Trustee shall not make any distribution of income or principal to or on behalf of a beneficiary if such distribution would satisfy a support obligation of the Trustee to such beneficiary. In the event co-trustees are serving, distributions may be made to a beneficiary

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to whom one of the co-trustees owes an obligation of support, but the trustee owing the obligation may not participate in the decision regarding such distribution.

ARTICLE VII PAYMENT OF SETTLOR'S TAXES

7.01. Payment of Taxes. Notwithstanding the direction given the Trustee in Article VI hereof with respect to the distribution of income and principal of any trust created thereunder, upon the death of Settlor, if Settlor's spouse shall predecease him, the Trustee shall pay from the trust property disposed of by Article VI hereof: (i) all Death Taxes which shall become payable by reason of Settlor's death with respect to assets passing under this trust (including assets added to the trust by Settlor's Will or otherwise); and (ii) any other Death Taxes which Settlor's Will directs to be paid from this trust.

ARTICLE VIII POWERS RESERVED TO SETTLOR

8.01. Settlor's Reservation of Powers. During Settlor's lifetime, Settlor reserves the exclusive right to exercise the powers set forth in this Article with regard to the trust property.

8.02. Settlor's Direction and Control of Trust Investment. Settlor reserves the exclusive right to control and direct the retention, sale or other disposition by the Trustee of any part of the property held in trust with regard to the trust property, and, subject to the provisions of Section 8.03 hereof, the investment or reinvestment of any cash in the hands of the Trustee. The Trustee shall not, during the lifetime of Settlor, sell or otherwise dispose of any part of such trust estate or, subject to the provisions of Section 8.03 hereof, make any investment or reinvestment of any cash in the hands of the Trustee, except pursuant to the written directions of Settlor, and the Trustee shall be fully protected in acting upon any such direction of Settlor.

8.03. Trustee's Duty to Notify Settlor. During the lifetime of Settlor, or until such time as Settlor's direction and control over the trust investment is relinquished pursuant to the provisions of Section 8.04 hereof, the Trustee shall give Settlor written notification of the collection of proceeds of maturing or called securities and of any subscription rights. However, if, after notifying Settlor in writing of such subscription rights, the Trustee receives no instructions in writing from Settlor within two (2) business days before such rights are to expire, the Trustee may purchase or sell such rights as it deems advisable in its discretion. The Trustee shall under all circumstances be authorized to exercise or decline to exercise options to purchase fractional shares resulting from stock dividends as it deems advisable in its discretion.

8.04. Relinquishment of Settlor's Reserved Powers. At any time during the Settlor's lifetime, upon receipt of a written statement signed by Settlor that Settlor relinquishes the

direction and control over the trust investments retained by Settlor under Section 8.02 hereof, then and in that event, the Trustee may take any action that, in its discretion, it deems advisable regarding the retention, sale, or other disposition of any part of the property held in trust, and the investment or reinvestment of any cash in its hands until the Trustee is otherwise notified in writing by Settlor. Further, upon receipt of a written statement signed by Settlor's physician to the effect that he is Settlor's personal and treating physician and that Settlor, because of disability, illness or incapacity of any kind, cannot or should not undertake to direct or review Settlor's investments, or upon a legal determination of Settlor's incompetency, then and in either event, the Trustee may proceed to take such action in its discretion as it would be authorized to take upon receipt of written notice of relinquishment of Settlor's reserved powers (as provided hereinabove) until the Trustee receives written notice to the contrary from such physician, or of the legal determination of Settlor's competency. The Trustee shall be under no obligation to keep itself informed as to Settlor's mental or physical condition, or to request or obtain the opinion of a physician as to such conditions, but shall be fully protected by complying with the limitations of Section 8.02 hereof in the absence of its receipt of written notice from Settlor or Settlor's physician or until the legal determination of Settlor's incompetency as provided hereinabove.

ARTICLE IX GENERAL ADMINISTRATION PROVISIONS

9.01. Spendthrift Provision. No part of the income or principal of any trust created herein shall be transferred or assigned by any beneficiary, or be subjected to any judicial process against any beneficiary before the same has been paid. No part of the interest of any beneficiary shall in any event be subject to sale, hypothecation, assignment or transfer. Neither the principal or income of the trust shall be liable for the debt of any beneficiary nor shall any part of the principal or income be seized, attached, or in any manner taken by judicial proceedings against any beneficiary on account of the debts, assignments, sale, divorce, or encumbrance of any beneficiary. In accordance with these provisions, the Trustee shall pay to the beneficiary the sum payable to the beneficiary according to the terms of the trust, notwithstanding any purported sale, assignment, hypothecation, transfer, attachment, or judicial process, exactly as if the same did not exist. Nothing contained in this section shall be construed as restricting the exercise of any power of appointment granted herein.

9.02. Accounting. After the death of Settlor, the Trustee shall render an annual account of its administration of each trust created under this instrument to the beneficiary to whom income from such trust may be distributed. If such beneficiary is not sui juris, then the Trustee shall render such account to the legal custodian or guardian of such beneficiary, until such beneficiary becomes sui juris, after which time such account shall be rendered to such beneficiary. Notwithstanding anything hereinabove to the contrary, the person to whom an accounting is required to be made under this Article may waive the requirement of an annual account by the Trustee, provided, however, that each such waiver shall be in writing and shall be effective for only one (1) annual accounting period.

9.03. Successor Trustee in the Event of Incapacity. In the event Settlor shall become incapacitated or becomes unable or unwilling to serve as Trustee, the following individuals shall serve as Successor Co-Trustees: Settlor's son, JAMES R. HOOD, JR., and Settlor's daughters, VICKY LYNN WATSON and REBECCA ANN HILL. In the event any of the foregoing individuals named as Successor Co-Trustee shall be or become unable or unwilling to serve, those individuals, or the sole individual, as the case may be, able and willing to serve shall do so.

9.04. Power to Remove and Replace Trustee. Upon the later to occur of (1) the Settlor's date of death, or (2) the date of death of Settlor's spouse, Settlor's issue who have attained the age of eighteen (18) years, acting by majority, shall have the power, exercisable at any time and from time to time, to designate a successor for a Trustee who has become unable or unwilling to serve and to discharge the Trustee, with or without cause, and to designate a successor Trustee; provided, however, that such issue may only appoint a corporate fiduciary with assets in excess of One Hundred Million Dollars (\$ 100,000,000.00) as successor Trustee.

9.05. Exercise of Powers over Trustee Office. The power hereinbefore granted to designate a successor or substitute Trustee shall be exercised only by delivering an instrument in writing signed by the person or persons possessing such power to the Trustee then serving. The change in Trustee thereby effected shall be effective immediately, and title to trust assets shall vest immediately in such additional or successor Trustee without any formal transfer.

9.06. Liability of Successor Trustees. No successor Trustee appointed pursuant to the foregoing provisions shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee prior to such Trustee's designation, or for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee prior to such Trustee's designation, but such Trustee shall be liable only for such Trustee's own acts and defaults in respect to property actually received by such Trustee. With the consent of the person making designation of a successor Trustee, the successor Trustee may accept the assets and property delivered to such Trustee by the predecessor Trustee as a full and complete discharge to the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary of the Trust by reason of so doing.

9.07. Multiple Trustees. In the event there shall be more than one party acting as Trustee, the following provisions shall apply: (a) if there shall be an odd number of Trustees, the decision of a majority shall control in discretionary matters; (b) if there should be an even number of Trustees, the decision of a majority shall likewise control in discretionary matters, unless there are only two Trustees, in which case the concurrence of both Trustees shall be required in deciding discretionary matters; and, (c) the Trustees may designate any one or more of them to sign checks on behalf of the trust.

9.08. Standard of Liability. Except where a standard of liability is otherwise prescribed herein, and except for any corporate Trustee, no Trustee named herein, nor any successor Trustee or co-Trustee, shall be liable for any errors in judgment in the exercise of the powers conferred upon him in this trust agreement, and the Trustee, and any successor Trustee or co-Trustee, shall be liable only for fraud, dishonesty or willful misappropriation.

9.09. Resignation of Trustee. Any person serving as a Trustee hereunder may resign at any time upon giving sixty (60) days notice in writing to the current income beneficiaries. Such resigning Trustee shall render an accounting to the current income beneficiaries within sixty (60) days after such resignation unless the current income beneficiaries expressly waive such accounting.

9.10. Persons Dealing With Trustee. No purchaser, lender, lessee or other party dealing with the Trustee shall be bound or concerned to see to the application of any consideration paid for any conveyance, mortgage, disposition or lease of any property, real or personal.

9.11. Transactions With Related Persons; Self Dealing. The power of the Trustee to enter into any transaction shall in no way be limited by the fact that the same or another party to such transaction is a beneficiary, the estate of a beneficiary (whether living or deceased), a trust created by or for the benefit of a beneficiary (whether living or deceased), Settlor's estate or the estate of Settlor's spouse, a trustee of any trust (including the Trustee appointed herein) acting in a capacity other than as a fiduciary, or an executor or administrator of any estate (including Settlor's estate or Settlor's spouse's estate) acting in a capacity other than as a fiduciary.

9.12. Combining Trusts. When a trust created under this trust (other than a trust for Settlor's spouse created under Article V hereof) and any other trust (whether created under this trust or created under any other instrument by Settlor or anyone else) have the same beneficiary or beneficiaries and substantially identical terms as to the distribution of income and principal, the Trustee may transfer all of the assets of the trust created herein to the trustee(s) of the substantially identical trust and the trust created herein shall thereupon terminate.

9.13. Construction of Trust. This trust shall be construed under the laws and decisions of the State of Mississippi.

ARTICLE X TRUSTEE POWERS

10.01. Powers Granted To Trustee. Subject to the provisions of Article VIII hereof, and except to the extent the possession of such powers is inconsistent with the allowance of a marital deduction for property passing under this trust which would otherwise be eligible

for such marital deduction, the Trustee shall be authorized to exercise, in the Trustee's discretion, all of the powers granted by law to trustees in the State of Mississippi and, in addition, the powers and discretions set forth in this Article (Settlor intends that the scope of such powers shall be construed in the broadest possible manner).

10.02. Listing of Powers. The additional powers referred to in section 10.01 are set forth in this section.

(a) Distributions to Minors or Incapacitated Persons. The whole or any part of the income or principal payable hereunder to any person who, in the opinion of the Trustee, is incapacitated through illness, age or other cause may be applied by the Trustee, in the Trustee's discretion, for such beneficiary's health, maintenance, support or education. Any such application may be made at such time and in such manner as the Trustee deems advisable, whether by direct payment to the beneficiary or to the legal representative of the beneficiary or otherwise for the beneficiary's benefit. In each case the receipt of such payment by the beneficiary or other person to whom payment is made shall be a complete discharge of the Trustee for any responsibility in respect thereto. If the Trustee exercises the Trustee's power under this Article to apply the income of the Marital Deduction Trust created under Article V hereof, the Trustee must apply all of the income for the benefit of Settlor's spouse at least quarterly. If the Trustee is required to distribute any amount to any beneficiary who has not attained the age of majority (other than an amount distributable as a result of the exercise of a power of appointment granted herein) such amount shall immediately vest in such beneficiary, but the Trustee may, in its discretion, either: (i) create a custodianship for the beneficiary under a Uniform Gifts to Minors Act and distribute the amount to that custodian; (ii) distribute the amount to a then acting custodian for the beneficiary under a Uniform Gifts to Minors Act; or (iii) retain the share in a trust which shall have the following terms: (A) the Trustee shall pay to the beneficiary so much of the income and principal of the trust as the Trustee determines to be required or advisable from time to time for the beneficiary's reasonable support, education and medical care, considering the beneficiary's other resources known to the Trustee; (B) income not paid to the beneficiary shall be added to trust principal; (C) when the beneficiary attains the age of majority, the trust shall terminate and the Trustee shall distribute to the beneficiary the principal and any accrued and undistributed income of the trust; (D) if the beneficiary dies before attaining the age of majority, the trust thereupon shall terminate and the Trustee shall distribute the principal and any accrued and undistributed income of the trust to the beneficiary's estate. Notwithstanding the foregoing or any other provision in this agreement to the contrary, if the beneficiary's disability entitles the beneficiary to governmental assistance, the purpose of this trust is to provide for the extra supplemental care, maintenance, support, and education of the beneficiary in addition to the benefits the beneficiary otherwise receives as a result of the beneficiary's handicap or disability for each local, state or federal government, or from each private agency which provides services or benefits to handicapped persons. This trust cannot be used to pay for or reimburse the cost of a beneficiary's care provided by governmental or private funds from which care would be available without cost if the beneficiary had not assets.

(b) In-Kind Distributions. The Trustee shall have the power to make distributions, including the satisfaction of any pecuniary bequest, in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, including any trusts.

(c) Selection and Retention of Assets. The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk, or nonproductivity, for such time as the Trustee shall deem advisable, and the Trustee shall be under no obligation to dispose of or convert any such property. Any investments made by the Trustee pursuant to the terms of this instrument need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustee, except as herein otherwise specifically provided, shall have as wide a latitude in the selection, retention, or making of investments as an individual would have in retaining or investing his own funds, and shall not be limited to, nor be bound or governed by, any rules of law, statutes, or regulations respecting investments by trustees.

(d) Sale or Disposition of Property. The Trustee shall have the power to sell, exchange, give options upon, partition, convey, or otherwise dispose of, with or without covenants (including covenants of warranty of title), any property that may from time to time be or become a part of the trust, at public or private sale or otherwise, for cash or other consideration, or on credit, and upon such terms and conditions as the Trustee shall deem advisable, and to transfer and convey the same free of all trusts.

(e) Investments. The Trustee shall have the power to invest and reinvest from time to time in any property, real, personal, or mixed, including (without limiting the generality of the foregoing) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, mortgage participations, and interests in common trust funds, with complete discretion as to converting realty into personalty, or personalty into realty, or otherwise changing the character of the trust, even though such investment (by reason of its character, amount, proportion to the total trust, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though such investment causes a greater proportion of the total trust to be invested in investments of one type or of one business or company than would be considered appropriate for a fiduciary apart from this provision.

(f) Loans. The Trustee shall have the power to make loans, secured or unsecured, in such amounts, upon such terms, at such rates of interest, and to such persons, firms, or corporations as the Trustee shall deem advisable.

(g) Non-Productive Property; Delayed Income Rule. The Trustee shall have the power to acquire property returning no income or slight income, or to retain any such

property, so long as the Trustee shall deem fit, without the same being in any way chargeable with income, or the proceeds thereof in case of sale or other disposition being in any part deemed income.

(h) Improving and Leasing. The Trustee shall have the power to improve any real estate; to demolish any buildings in whole or in part; to erect buildings; to lease real estate or personal property on such terms and conditions and for such length of time (including ninety-nine (99) years or more) as the Trustee shall deem fit, even though such lease may extend beyond the term of any trust hereunder; to foreclose, extend, renew, assign, release, or partially release, and discharge mortgages or other liens, and to accumulate income for the purpose of doing so (except where the Trustee is required herein to distribute income).

(i) Borrowing Money. The Trustee shall have the power to borrow money and to execute promissory notes therefor; to secure such obligations by mortgages or other liens or pledges of any property of the trust; to make any type of purchase or contract, including installment contracts or credit arrangements, the effect of which is to borrow money; to accumulate income for the purpose of repaying any indebtedness owed by the Trustee hereunder (except where the Trustee is required herein to distribute income).

(j) Adjustment of Claims and Suits; Prepayment of Existing Mortgage. The Trustee shall have the power to prosecute or defend any suit; to compromise or arbitrate any claim (including a claim for taxes) and any litigation, either in favor of or against the trust or the Trustee in its capacity hereunder; to pay claims upon such evidence as the Trustee shall deem sufficient; and to prepay all or part of any mortgage.

(k) Employment of Agents. The Trustee shall have the power to employ such brokers, bank custodians, investment counsel, attorneys, and other agents or servants, and to delegate to them such duties, rights, and powers of the Trustee for such period as the Trustee shall deem fit; and to pay such persons reasonable compensation out of the trust, all regardless of whether any such person or entity is (or is a partner, employee, or employer of, or is owned by) a beneficiary or Trustee hereunder.

(l) Voting Securities; Reorganization. The Trustee shall have the power to vote, in person or by proxy, any stocks or other properties having voting rights, to enter into voting trusts and voting agreements; to exercise any options, rights, or privileges pertaining to any property in the trust; to participate in any merger, reorganization, or consolidation affecting the trust; and, in connection therewith, to take any action which an individual could take with respect to property owned outright by such individual, including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities or property, and the payment of such amounts of money as may seem advisable in connection therewith.

(m) Insurance. The Trustee shall have the power to insure any part of the trust against such risks as the Trustee shall deem fit, such insurance to be based on market values or costs, and the coverage to be full or partial as the Trustee shall deem fit; to pay the premiums and to collect or adjust the losses; to acquire, hold, and pay premiums on insurance upon the life of any person or persons, and to exercise any and all rights to ownership thereof; and to purchase other types of insurance or annuities for any beneficiary; provided, however, all incidents of ownership with respect to any policies of insurance on the life of any Trustee shall be vested in and exercisable solely by another Trustee.

(n) Mineral Contracts and Sales. The Trustee shall have the power to execute and deliver oil, gas, and other mineral leases containing such unitization or pooling agreements and other provisions as the Trustee shall deem fit; to execute mineral and royalty conveyances; to purchase leases, royalties, and any type of mineral interest; and to execute and deliver drilling contracts and other contracts, options, and other instruments necessary or desirable to participate actively in the oil, gas, or mining business. All of the foregoing may include such terms, conditions, agreements, covenants, provisions, or undertakings as the Trustee shall deem fit.

(o) Corporations. The Trustee shall have the power to incorporate any property in the trust; to convey any such property to a corporation for all or part of its capital stock or other securities (whether or not any Trustee is also a security holder, officer, director, or manager of such corporation in an individual, fiduciary, or other capacity); to dissolve such corporation or any other corporation, the securities of which comprise a part of the trust; and to hold or dispose of, as a part of the trust, any property so received upon such dissolution; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(p) Partnerships. The Trustee shall have the power to enter into partnerships; to transfer any property in the trust to one or more partnerships for interests in such partnerships; to act as a partner in any partnership or with respect to any property, any part of which may be or become part of the trust originally or later; to so act as a partner with itself acting in an individual, fiduciary, or other capacity; to participate in the management of such partnerships; to dissolve any partnership in which the Trustee acts as a partner; and to hold or dispose of, as part of the trust, any property received upon any such dissolution; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(q) Businesses. The Trustee shall have the power to start or to enter into any business enterprise, or to continue to operate any business interest which becomes part of the trust; to delegate all or part of the management thereof; to invest other funds of the trust therein; to convert such business from one form (e.g., proprietorship, partnership, corporation, etc.) to another; to enlarge, diminish, or change the scope or nature of the activities of any business; to authorize the participation and contribution by the business in any form of employee benefit plan, whether or not the contributions qualify as being tax deductible; to use the general assets of the trust for the purposes of the business; to invest

additional capital in or make loans to such business, regardless of the speculative nature or nonproductivity of such investment or loan, and without regard to diversification of investment; to endorse or guarantee on behalf of the trust any loan or loans made to the business, and secure said loan or loans by pledge or mortgage of any property of the trust; to employ such officers, managers, employees, or agents as the Trustee deems advisable in the management of the business, including electing or employing directors, officers, or employees of the Trustee to take part in the management of the business as directors or officers or otherwise, and to pay such person or persons reasonable compensation; and to rely upon the reports of certified public accountants as to the operations and financial condition of the business without independent investigation; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(r) Special Farm Powers. The Trustee shall have the power to retain any farm or farm property received from any source, and to acquire and retain other such property; to engage in farm operations and the production, harvesting and marketing of farm products, including livestock breeding and feeding and poultry and dairy farming, by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, or in any other manner; to enter into farm programs; to purchase or rent farm machinery and equipment, livestock, poultry, seed and feed; to improve farm property and to repair, improve, and construct farm buildings, fences, and drainage facilities; to borrow money for any of these purposes; and in general to do all things customary or desirable in farm operations.

(s) Payment of Expenses and Taxes. The Trustee shall have the power to incur such expenses or charges in the management of the trust as the Trustee shall deem fit; to render the trust for taxes if the Trustee shall deem it desirable, or to refuse to do so if the Trustee shall deem it undesirable; to pay taxes, charges, and governmental assessments against the trust; and, in anticipation of such expenses, charges, taxes, and assessments, to set up such sinking funds or reserves as the Trustee shall deem fit.

(t) Reliance on Business Documents. The Trustee may rely upon the authenticity of affidavits, certificates, opinions of counsel, letters, notices, telegrams, cablegrams, and other methods of communication in general use and usually accepted in business as genuine and as what such documents purport to be.

(u) Acceptance of Additional Property. The Trustee may accept from any source any property acceptable to the Trustee to be held as part of any trust hereunder. The Trustee also is authorized (but not directed) to accept from the Executor, at the termination of the administration of any estate of which any Trust established herein may be the beneficiary, the assets delivered by the Executor to the Trustee on the basis of the accounting therefor as submitted by the Executor, without requiring an audit or other independent accounting of the acts of such Executor. No Trustee hereunder shall have any duty, responsibility, obligation, or liability whatsoever for, or any duty, responsibility,

obligation, or liability whatsoever for failure to rectify, the acts or omissions of said Executor.

(v) Custody of Assets; Nominees; Disbursement of Funds. The Trustee shall have the power to retain sole custody of the assets of the trust; to keep any of the property of the trust in any place or places in the State of Mississippi or elsewhere in the United States or abroad, or with a dispositive or custodian at such place or places; to hold any of the securities or other property of the trust for any length of time in the name of a nominee or nominees without mention of any trust created herein in any instrument of ownership; to make all disbursements of funds without any counter-signature; and to make all reports, including tax returns, to any agency of the government, local, state, or federal.

(w) Execution of Documents. The Trustee shall have the power to execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, and other papers or documents reasonably necessary or desirable to carry out the powers granted to a Trustee.

(x) Apportionment of Income and Expenses. Where not otherwise clearly provided by law or otherwise set forth herein, the Trustee shall have the power to determine with finality, as to each sum of money or other thing of value held or received by any Trustee, whether and to what extent the same shall be deemed to be principal or to be income, and as to each charge or expense paid by the Trustee, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or disbursement between principal and income and to determine what part, if any, of income is available for distribution according to the terms hereof, and what part, if any, of the actual income received upon a wasting investment, or upon any security purchased or acquired at a premium, shall be returned and added to principal to prevent a diminution of principal upon exhaustion or maturity thereof; and to set up such reserves out of principal or income as the Trustee shall deem fit.

(y) Division Into Shares of Separate Trusts. The Trustee shall have the power to hold, manage, invest, and account for several shares or separate trusts which may be held in trust, either as separate funds or as a single fund, as the Trustee shall deem fit; if as a single fund, to make division thereof only upon the books of account, to allocate to each share or trust its proportionate part of the principal and income of the single fund, and to charge against each share or trust its proportionate part of the common expense.

(z) Termination of Small Trust. Notwithstanding any other provision of this instrument, the Trustee shall have the power to terminate any separate trust established by this instrument whenever in the Trustee's opinion such Trust is so small in value that the administration thereof no longer is economically advisable, after first considering, however, all financial or special advantages to the beneficiary or beneficiaries of continuing the trust.

In the event of such termination, the Trustee shall distribute the remaining trust assets to the then income beneficiary or beneficiaries, Per Stirpes. The Trustee's judgment shall be final and binding upon all interested parties, and distribution of trust assets in any manner provided in this instrument shall relieve the Trustee of any further responsibility with respect to such assets. In no event shall a beneficiary, while serving as a Trustee hereunder, exercise the discretion granted in this subsection, such discretion being exercisable solely by another Trustee.

(aa) Release of Power: Amendment of Trust. Any Trustee shall have the power and authority to amend the provisions of this instrument in order to surrender, release, renounce, or disclaim any one or more of the discretionary powers given by this instrument to that Trustee. Any such amendment shall be made by written instrument acknowledged and filed in the register's office of the county where the Trustee resides (or, if such instrument is not recordable, filed with the trust records). After any power has been so surrendered, released, renounced, or disclaimed it never again shall be exercised by that Trustee.

10.03. Merrill Lynch Trustee Provisions. In the event Merrill Lynch Trust Company of America shall serve as Trustee, notwithstanding any provision in this Will to the contrary, the following provisions of this Section 10.03 shall apply to Merrill Lynch Trust Company of America during the time it serves as Trustee, if any:

(a) Settlor recognizes that the Trustee is a subsidiary of Merrill Lynch Group, Inc. and he specifically authorizes it:

(1) to engage the services of Merrill Lynch Group, Inc., any of its direct or indirect subsidiaries or affiliates (collectively "Affiliated Corporation" and, individually, and "Affiliated Corporation") and, without limiting the generality of this authorization, the services of Merrill Lynch Investment Management, Inc., an Affiliated Corporation, and Merrill Lynch, Pierce Fenner & Smith, Incorporated, an Affiliated Corporation:

(i) to manage or advise on the investments of the Trust;

(ii) to invest the Trust's assets in mutual funds offered or managed by an Affiliated Corporation; and

(iii) to act as a broker or dealer to execute transactions and to provide other services with respect to this Trust, including the purchase of any securities currently distributed, currently underwritten or issued by any Affiliated Corporation;

(2) to employ, and to delegate any of its powers, to any agents, attorneys or accountants as it deems necessary and proper;

(3) to pay for services rendered by such persons or any Affiliated Corporation from the Trust property as an expense of trust administration, without diminution for any payment that the Trustee may receive as trustee, and recognizing that the Trustee may also receive credit or other compensation from Affiliated Corporations for services as it may perform and may exchange services with any Affiliated Corporation; and

(4) to cause or permit all or any part of the trust to be held, maintained or managed in accounts or deposits administered in any jurisdiction inside or outside the United States of America, and to hold any trust property in the name of its nominee or a nominee of any Affiliated Corporation.

(b) Settlor authorizes the Trustee to retain payment for its services as trustee:

(i) in accordance with its schedule of rates as published from time to time and as in effect at the time such compensation becomes payable; and

(ii) without diminution for any fees that any Affiliated Corporation may receive from mutual funds in which the Trust has invested, including payment for investment advisory or management fees, administrative and sub-accounting services, brokerage fees and commissions and payments for other expenses for the mutual funds, and further, without diminution to payments to any Affiliated Corporation for services rendered to the Trust.

(c) The Trustee may resign at any time by written notice delivered to the current income beneficiaries who shall then secure the appointment of a Successor Trustee by a court of competent jurisdiction at the expense of this trust. No bond or other security will be required of the Trustee, or of any successor appointed in accordance with these provisions.

(d) The trust shall indemnify, save and hold the Trustee and the Affiliated Corporations harmless from and against any and all claims, demands, losses, liabilities, damages and expenses of whatever kind and nature which it may at any time sustain by reason or in consequence of anything done or omitted with respect to the administration of the trust prior to its receipt of the assets from the prior trustee, it being my intention that the Trustee shall be accountable only from the date it receives the assets of the Trust as evidenced by the periodic customer trust account statement.

ARTICLE XI DEFINITIONS AND MISCELLANEOUS

* "Child," "Children," Issue." References in this trust to "child" or "children" mean lawful blood descendants in the first degree of the parent designated. References to "issue" mean lawful blood descendants in the first, second or any other degree of the ancestor designated, provided always, however, that an adopted child and such adopted child's lawful

blood descendants shall be considered in this trust as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either of the adopting parents and shall not be considered descendants of the adopted child's natural parents, except that where a child is adopted by a spouse or one of his or her natural parents such child shall be considered a descendant of such natural parent as well as a descendant of the adopting parent.

* Child in Gestation. A child in gestation, who is later born alive, shall be regarded in this trust as a child in being during the period of gestation, in determining whether any person has died without leaving issue surviving him or her, and in determining, on the termination of any trust created hereunder, whether such child is entitled to share in the disposition of the then remaining principal and undistributed income of such trust, but for other purposes such child's right shall accrue from date of birth.

* "Death Taxes." The term "Death Taxes" means any federal estate tax or state inheritance, estate, succession or other state death taxes, together with any interest or penalties thereon. Such term does not include federal or state generation-skipping transfer taxes.

* Distributions to Issue. Whenever the Trustee has discretion to pay income or principal to designated issue, payment may be made to or for the benefit of an issue of the second or more remote degree even though payment is also made, or could be made, to the parent of such issue.

* Gender and Number. The masculine, feminine and neuter genders whenever used herein shall each be deemed to include the other where the context requires. Moreover, terms referred to in singular form shall be deemed to include the plural where the context requires.

* "IRC." References in this trust to "IRC" are to sections of the Internal Revenue Code of 1986, as amended, and shall be deemed to refer to corresponding provisions of any subsequent federal tax law.

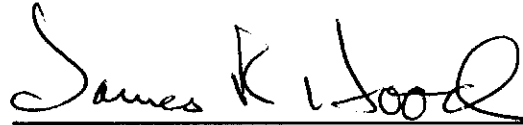
* "Per Stirpes." Whenever distribution is to be made to designated issue on a "Per Stirpes" basis, the property shall be distributed to the persons and in the proportions that personal property of the named ancestor would be distributed under the laws of the State of Mississippi in force at the time stipulated for distribution if the named ancestor had died intestate at such time, domiciled in such state, not married and survived only by such issue.

* "Trustee." References in this trust to the term "Trustee" shall be deemed to include not only the original trustee(s) named hereunder but also any successor trustee(s) and all powers and discretions vested in the originally-named trustee(s) shall be vested in and exercisable by any such successor trustee.

ARTICLE XII
ACCEPTANCE OF TRUST

Trustee hereby accepts this trust and acknowledges the receipt of the property set forth in Schedule A attached hereto.


IN WITNESS WHEREOF, the Settlor/ Trustee has executed this Trust Agreement on the day and year above first written.


James R. Hood, Settlor/Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

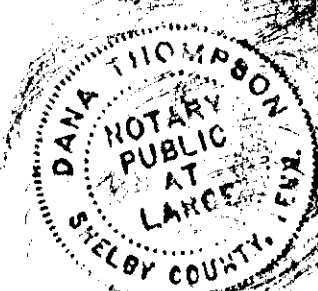
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James R. Hood, Settlor/Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 22nd day of January, 1996.


Notary Public

My Commission Expires:

~~My Commission Expires~~ 1998



Schedule A
Property Transferred to Trust By James R. Hood

\$100.00